

**THIRD INTERGOVERNMENTAL AGREEMENT  
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
BETWEEN  
THE PORT GAMBLE S'KLALLAM TRIBE AND THE WASHINGTON STATE  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**PREAMBLE**

The Port Gamble S'Klallam Tribe (hereinafter the Port Gamble S'Klallam Tribe) and the Washington State Department of Social and Health Services, (hereinafter the Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families on October 7, 1998 and their second October 3, 2001 to transfer State Maintenance of Effort funds and to work in partnership to coordinate state and tribal benefits and services. The Port Gamble S'Klallam Tribe has approval from the United States Department of Health and Human Services (hereinafter DHHS) to continue administration of their Tribal Family Assistance Plan for an additional three years. The Port Gamble S'Klallam Tribe and the Department have negotiated this Third Intergovernmental Agreement.

**I. AUTHORITY**

**THIS AGREEMENT** is entered into between the Port Gamble S'Klallam Tribe and the Washington State Department of Social and Health Services pursuant to their respective governmental authorities. The Port Gamble S'Klallam Tribal Council is authorized to enter into this Agreement under Article IV, Section 1 of the Port Gamble S'Klallam Tribal Constitution and Bylaws. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of maintenance of effort funds to the eligible Indian tribe. The Port Gamble S'Klallam Tribe and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Port Gamble S'Klallam Tribe and the Department recognize that the Port Gamble S'Klallam Tribe has a compelling interest as a sovereign in promoting and maintaining the governmental and cultural integrity of the Port Gamble S'Klallam Tribe. The parties recognize their respective sovereignty and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of TANF funds to Indian Nations with approved TANF plans. The Port Gamble S'Klallam Tribe will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the existing process and procedures for the transfer and

exchange of services. Coordinating the regular exchange of information about identified cases between the Department and the Port Gamble S'Klallam Tribe shall assist in ensuring that tribal families receive uninterrupted services.

## II. PURPOSE

The Port Gamble S'Klallam Tribe and the Department enters into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds to the Port Gamble S'Klallam Tribe and to continue to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Port Gamble S'Klallam Tribe and the Department. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer and exchange of services.

## III. DEFINITIONS

The Port Gamble S'Klallam Tribe and the Department agree for the purposes of this Agreement to the following definitions.

1. Retrocession: Means the process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate previously awarded state and federal funds before that authority otherwise expires.
2. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.
3. TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-193) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.
4. TFAP (TANF Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
5. Tribal TANF Program: Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
6. WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.

#### **IV. THE DEPARTMENT AND THE PORT GAMBLE S'KLALLAM TRIBE AGREE TO THE FOLLOWING:**

The Port Gamble S'Klallam Tribe and the Department engaged in negotiations in 1998 to 1) determine the data that would be submitted to DHHS, from which DHHS determines the Port Gamble S'Klallam Tribe federal TANF Grant amount, and 2) the amount of State maintenance of effort funds that is provided by the Department to assist the Port Gamble S'Klallam Tribal TANF program, which continues as provided below.

The Port Gamble S'Klallam Tribe has an approved TFAP, which is incorporated by reference. There have been no changes in the Tribe's service area and the scope of the TANF plan will not be substantially changed in its 2004-2007 Tribal Family Assistance Plan.

The Port Gamble S'Klallam Tribe's effective date for its continuing TFAP is the first day of October 2004. The Port Gamble S'Klallam Tribe will continue to serve all American Indian families within the Port Gamble S'Klallam Reservation and enrolled Port Gamble S'Klallam Tribal members residing in Kitsap County.

The Port Gamble S'Klallam Tribe and the Department determined in 1998 that there were 125 tribal families receiving public assistance benefits in 1994, based on the Port Gamble S'Klallam Tribe's identified service population as identified in their TFAP.

The Department agrees to transfer to the Port Gamble S'Klallam Tribe in state funds, a total of \$389,541 each year for the next three years. The annual amounts will be paid in quarterly installments to the Port Gamble S'Klallam Tribe, upon submission of a department voucher (A-19), payments to be made at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated. The total federal and state financial commitment during each year of the Agreement is \$906,121. Included within the annual funding stated above, the Department agrees to pay to the Port Gamble S'Klallam Tribe Funding Based Upon Unique Needs (formerly Enhanced Funding) of \$122,831 for each of the three years.

The Port Gamble S'Klallam Tribe and the Department will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Port Gamble S'Klallam Tribe' federally approved Tribal TANF Plan served by the Department. If the results of this process indicate any needed adjustments, they will be made to subsequent payments.

In addition, the Port Gamble S'Klallam Tribe and the Department will negotiate and establish criteria and outcomes for measurements of success and a mechanism that will enable the Department to know how the Port Gamble S'Klallam Tribe has used the State's maintenance of effort (MOE) funds and the number of eligible families served with the funds, as required by the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference. The Tribe will submit its state MOE expenditure information on a quarterly basis to the Department in a form that is reasonably compatible with the Department's federal MOE quarterly reporting requirement.

The parties commit to developing the process and procedures for reconciliation, measurements of success and a reporting mechanism for State MOE funds within six months of signing this Agreement.

Based on recent changes in policy, the Department and the Tribe agree to negotiate a data share agreement.

## **V. IMPLEMENTATION AGREEMENTS**

The Port Gamble S'Klallam Tribe and the Department agree to update their Operational Agreement describing the working relationship between the Department of Social & Health Services Region 5 and the Port Gamble S'Klallam Tribe, including procedures for the continued coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure that a family receiving assistance under the Port Gamble S'Klallam Tribe's plan may not receive assistance from other state or tribal TANF programs.

The Port Gamble S'Klallam Tribe is operating its own comprehensive Tribal Child Support Enforcement Program under 45 CFR Part 310. The Department through the Division of Child Support will continue to follow the mechanism agreed upon to refer or transfer child support cases to the Port Gamble S'Klallam's tribal child support program.

## **VI. RESPONSIBILITIES OF THE PORT GAMBLE S'KLALLAM TRIBE**

The Port Gamble S'Klallam Tribe shall provide TANF services as described in its federally approved TANF Plan. The Port Gamble S'Klallam Tribe shall comply with all applicable federal regulations governing the use of federal funds as they pertain to tribal governments.

Consistent with its federally approved TFAP, the Port Gamble S'Klallam Tribe shall make the final determination of tribal membership of families applying for Tribal TANF services. The Port Gamble S'Klallam Tribe shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Port Gamble S'Klallam Tribe shall provide the Department with a list and description of the current eligibility for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Port Gamble S'Klallam Tribe shall promptly inform the Department of these changes or revisions.

If the Port Gamble S'Klallam Tribe requests an amendment to its TFAP which would have a significant financial impact on the Department, the Port Gamble S'Klallam Tribe shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and the Port Gamble S'Klallam Tribe shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Port Gamble S'Klallam Tribe implements the amendment. The Port Gamble S'Klallam Tribe agrees to give the Department notice when such amendments are approved.

If the Port Gamble S'Klallam Tribe chooses to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of DHHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

## **VII. RESPONSIBILITIES OF THE DEPARTMENT**

The Department shall assist the Port Gamble S'Klallam Tribe in helping tribal TANF recipients apply for medical insurance coverage through the State's Basic Health Plan program.

The Department shall provide the Port Gamble S'Klallam Tribal TANF recipients with equitable access to Medical Assistance and Basic Foods program eligibility determination services. The Department shall also provide equitable access to the benefits of the Department's Child Care program including program eligibility and payment for childcare providers based on state law.

The Department shall provide the Port Gamble S'Klallam Tribe with a list and description of the current eligibility for State funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform the Port Gamble S'Klallam Tribe of these changes or revisions.

The Department shall promptly respond on a case-by-case basis to any written request by the Tribe regarding the Tribe's eligibility to access any newly funded TANF services that were previously funded with other non-TANF funds.

The Department shall continue to transfer child support payments paid on behalf of Port Gamble Tribal TANF recipients electronically to the Port Gamble S'Klallam Tribe upon receipt of an Assignment of Rights form from the Tribal TANF recipient.

## **VIII. CONFLICT RESOLUTION**

The Port Gamble S'Klallam Tribe and the Department understand that there may be times when a question is raised by either party regarding the appropriateness of a referral, either from the Department to the Port Gamble S'Klallam Tribe or from the Port Gamble S'Klallam Tribe to the Department. The Port Gamble S'Klallam Tribe and the Department acknowledge that there may be instances in which either the Port Gamble S'Klallam Tribe or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such instance, the Port Gamble S'Klallam Tribe and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the Port Gamble S'Klallam Tribe and the Department agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Port Gamble S'Klallam Tribe and the Department. The cost of a mediator shall be born equally by the Port Gamble S'Klallam Tribe and the Department.

If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by the Port Gamble S'Klallam Tribe, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

## IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either The Port Gamble S'Klallam Tribe or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.

This Agreement is for three years. During this time, TANF is expected to be reauthorized at the federal and state level. If there are changes to the funding structure under federal or state TANF legislation or that significantly impact either party, each reserves the right to renegotiate this Agreement. Payments are subject to the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

This Agreement incorporates the Indian Nation and DSHS Agreement Port Gamble S'Klallam #0082-44136---Tribe Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination Due to Change in Funding, and Termination for Convenience. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

## X. TERM

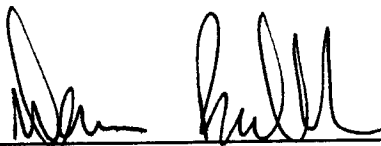
The period of performance for **THIS AGREEMENT** is from October 1, 2004 to September 30, 2007, unless extended, or terminated prior to that date, as provided herein.

The following representatives by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.



RONALD G. CHARLES  
CHAIRMAN  
Port Gamble S'Klallam Tribe

9/28/04  
Date



DENNIS BRADDOCK  
SECRETARY  
Department of Social & Health Services

10/1/04  
Date



DEB BINGAMAN  
ASSISTANT SECRETARY  
Economic Services Administration

10/1/04  
Date

## PORT GAMBLE S'KALLAM TRIBAL TANF PROGRAM

## STATE MOE PAYMENT SCHEDULE

## EXHIBIT A

FIRST YEAR OF AGREEMENT 10/1/04 - 9/30/05STATE FUNDS

OCT. 1- DEC. 31, 2004	\$97,385
JAN. 1 - MARCH 31, 2005	\$97,385
APR. 1 - JUN. 30, 2005	\$97,385
JULY 1, - SEPT. 30, 2005	<u>\$97,385</u>
<b><u>TOTAL FIRST YEAR</u></b>	<b>\$389,541</b>

SECOND YEAR OF AGREEMENT 10/1/05 - 9/30/06

OCT. 1- DEC. 31, 2005	\$97,385
JAN. 1 - MARCH 31, 2006	\$97,385
APR. 1 - JUN. 30, 2006	\$97,385
JULY 1, - SEPT. 30, 2006	<u>\$97,385</u>
<b><u>TOTAL SECOND YEAR</u></b>	<b>\$389,541</b>

THIRD YEAR OF AGREEMENT 10/1/06 - 9/30/07

OCT. 1- DEC. 31, 2006	\$97,385
JAN. 1 - MARCH 31, 2007	\$97,385
APR. 1 - JUN. 30, 2007	\$97,385
JULY 1, - SEPT. 30, 2007	<u>\$97,385</u>
<b><u>TOTAL THIRD YEAR</u></b>	<b>\$389,541</b>

**MAXIMUM AVAILABLE FOR THREE  
YEARS OF PAYMENTS**

**\$1,168,623**

# TRIBAL TANF FUNDING

## PORT GAMBLE TRIBE AND DSHS TRIBAL NEGOTIATIONS

Time Period of the Agreement is October 1, 2004 - September 30, 2007

### ENHANCED MODEL OF THE 1994 EXPENDITURE LEVEL

#### 125.0 Unduplicated (headcount) Assistance Units

	TOTAL ANNUAL FUNDS
Per Individual Assistance Unit (AU)	\$5,855
MOE Adjusted Funding for Average Grant & EA =	\$5,571
Grant Average multiplied by state MOE adjustment OF 84%	

#### Grants and Emergency Assistance

125.0 AU's X \$5,571 for Grants & Emergency assist. = \$696,375

#### ADMINISTRATION

125.0 AU's X \$ 598 for Admin. & Computer Services = \$74,750

#### JOBS

15.0 AU's

DSHS records reflect a cost of \$811 per JOBS participant.

Offer to fund 12% of agreed upon AU's. = \$12,165

Enhanced Funding for Future Employment Opportunities & Program Success \$122,831

Port Gamble Tribe Tribal TANF Total Annual Funding = \$906,121

#### Funding Allocation: Each Year

Federal Funds =	\$516,580
State Funds =	\$389,541

The gross grant assistance annual amount of \$5,855 is based on an estimate of an average case size of 4 with an average length of stay on assistance of over 9 months per year. The \$5,571 is the result of the State MOE adjustment of 84%.

The admin. amount of \$598 is based on the total number of clients in 1994 divided by the total AFDC program admin. costs

For the JOBS costs, the State is offering to fund 12% of the agreed upon caseload of 1994. The \$811 per AU was the actual cost of the JOBS program statewide.